

# **REQUEST FOR PROPOSALS**

**for**

**STATE OF LOUISIANA  
OFFICE OF THE GOVERNOR  
DEPARTMENT OF VETERANS AFFAIRS  
LOUISIANA VETERANS HOMES  
FOR PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY SERVICES**



**RFP #: 3000015568**

**Proposal Due Date/Time: September 28, 2020 at 4:30 p.m. CST**

**State of Louisiana  
LOUISIANA VETERANS HOMES**

**August 10, 2020**

## Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION .....	6
1.1 Purpose .....	6
1.2 Background .....	7
1.3 Goals and Objectives.....	8
1.4 Term of Contract .....	8
1.5 Definitions.....	9
1.6 Schedule of Events .....	9
1.7 Proposal Submittal.....	10
1.8 Qualification for Proposer.....	11
1.8.1 Mandatory Qualifications: .....	11
1.8.2 Desirable Qualifications: .....	11
1.9 Proposal Response Format .....	12
1.9.1 Cover Letter.....	12
1.9.2 Table of Contents .....	12
1.9.3 Executive Summary.....	12
1.9.4 Company Background and Experience .....	12
1.9.5 Approach and Methodology .....	13
1.9.6 Proposed Staff Qualifications.....	14
1.9.7 Veteran and Hudson Initiative Programs Participation .....	14
1.9.8 Cost Proposal .....	16
1.9.9 Certification Statement.....	16
1.9.10 Outsourcing of Key Internal Controls:.....	16
1.10 Number of Copies of Proposals .....	16
1.11 Technical and Cost Proposals.....	17
1.12 Legibility/Clarity .....	17
1.13 Confidential Information, Trade Secrets, and Proprietary Information .....	17
1.14 Proposal Clarifications Prior to Submittal.....	18
1.14.1 Pre-proposal Conference .....	18
1.14.2 Proposer Inquiries.....	18
1.14.3 Blackout Period .....	19
1.15 Error and Omissions in Proposal.....	20

1.16	Changes, Addenda, Withdrawals .....	20
1.17	Withdrawal of Proposal .....	20
1.18	Waiver of Administrative Informalities.....	20
1.19	Proposal Rejection/RFP Cancellation.....	20
1.20	Ownership of Proposal.....	21
1.21	Cost of Offer Preparation.....	21
1.22	Taxes .....	21
1.23	Determination of Responsibility .....	21
1.24	Use of Subcontractors.....	22
1.25	Written or Oral Discussions/Presentations .....	22
1.26	Acceptance of Proposal Content.....	22
1.27	Evaluation and Selection.....	22
1.28	Best and Final Offers (BAFO).....	23
1.29	Contract Award and Execution .....	23
1.30	Notice of Intent to Award .....	23
1.31	Right to Prohibit Award.....	24
1.32	Insurance Requirements for Contractors .....	24
1.32.1	Contractor's Insurance .....	24
1.32.2	Minimum Scope and Limits of Insurance .....	24
1.32.3	Deductibles and Self-Insured Retentions.....	25
1.32.4	Other Insurance Provisions .....	25
1.32.5	Acceptability of Insurers .....	26
1.32.6	Verification of Coverage.....	27
1.32.7	Subcontractors.....	27
1.32.8	Workers Compensation Indemnity.....	27
1.33	Indemnification and Limitation of Liability .....	28
1.34	Payment .....	29
1.34.1	Electronic Vendor Payment Solutions.....	29
1.35	Termination.....	29
1.35.1	Termination of the Contract for Cause .....	29
1.35.2	Termination of the Contract for Convenience.....	29
1.35.3	Termination for Non-Appropriation of Funds.....	30
1.36	Assignment.....	30

1.37	Right to Audit .....	30
1.38	Civil Rights Compliance .....	30
1.39	Record Ownership.....	31
1.40	Entire Agreement/ Order of Precedence.....	31
1.41	Contract Modifications .....	31
1.42	Substitution of Personnel .....	31
1.43	Governing Law .....	31
1.44	Claims or Controversies .....	32
1.45	Code of Ethics.....	32
1.46	Corporate Requirements .....	32
1.47	Prohibition of Discriminatory Boycotts of Israel.....	32
PART 2:	SCOPE OF WORK/SERVICES.....	33
2.1	Scope of Work.....	33
2.2	Task and Services .....	33
	Deliverables.....	33
2.3	Technical Requirements.....	36
2.4	Project Requirements .....	36
PART 3:	EVALUATION .....	38
3.1	Cost Evaluation .....	39
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	39
PART 4:	PERFORMANCE STANDARDS.....	41
4.1	Performance Requirements.....	41
4.2	Performance Measurement/Evaluation/Monitoring Plan .....	43
4.2.1	Performance Measures/Evaluation: .....	43
4.2.2	Monitoring Plan: .....	43
4.3	Veteran and Hudson Initiative Programs Reporting Requirements .....	43
	ATTACHMENT I: CERTIFICATION STATEMENT .....	44
	ATTACHMENT II: SAMPLE CONTRACT.....	45
	EXHIBIT A.....	58
	STATEMENT OF WORK.....	58
A.1	Scope of Work.....	58
A.2	Task and Services .....	58

A.3	Deliverables.....	58
A.4	Technical Requirements.....	60
ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION.....		64
Attachment IV	MANDATORY COST SHEET .....	65

**REQUEST FOR PROPOSAL  
FOR  
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY SERVICES**

**PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The State of Louisiana, Office of the Governor, Department of Veterans Affairs, is issuing this Request for Proposal (RFP) for the purpose of obtaining competitive proposals from qualified Proposers who are interested in providing therapists for physical, occupational, and speech services, as well as support staff (Physical Therapy Assistants and Certified Occupational Therapy Assistants) for the five (5) State Veterans Homes. Services will be provided Monday through Friday, 8:00 a.m. to 4:30 p.m. and holiday and weekend coverage on Saturday and Sunday as needed.

Contractor shall provide therapy services through physician referrals and in compliance with all Medicare, VA, State and Federal regulations, and State Veterans Home requirements. Services include speech, occupational and physical therapy.

It is the intent of the Agency to award to one (1) Proposer that will provide services to all five (5) State Veterans Homes.

The State Veterans Homes locations are:

Northwest LA Veterans Home  
3130 Arthur Ray Teague Parkway  
Bossier City, LA 71112

Southeast LA Veterans Home  
4080 West Airline Highway  
Reserve, LA 70084

Northeast LA Veterans Home  
6700 Highway 165 North  
Monroe, LA 71203

Southwest LA Veterans Home  
1610 Evangeline Highway  
Jennings, LA 70546

LA Veterans Home  
4739 Highway 10  
Jackson, LA 70748

The State Veterans Homes are neither solicitous nor desirous of services other than those outlined in this Request for Proposal (RFP). The number of positions to be filled by the Contractor shall be in accordance with this RFP and shall follow guidelines and standards established by the various national/federal, and state review and/or regulatory agencies, and shall be at the full discretion of each State Veterans Home. These guidelines can be found on the Centers for Medicare and Medicaid services website at [www.cms.gov](http://www.cms.gov).

It is anticipated that the therapists and assistants will work forty (40) hours Monday through Friday and on an as needed basis after hours, on weekends, and holidays at each State Veterans Home. Each State Veterans Home utilizes contract therapists with the following minimum (five (5) personnel) staffing requirements per home:

Physical Therapy: One (1) Physical Therapist and One (1) Certified Physical Therapy Assistant.

Occupational Therapy: One (1) Occupational Therapist and One (1) Certified Occupational Therapy Assistant.

Speech Therapy: One (1) Speech Therapist (Sometimes known as Speech Pathologist)

An assistant shall never work alone and must always work with a professional therapist.

Response by the Contractor to a request for afterhours work and weekend/holiday work from State Veterans Homes for therapy services must be within twenty-four (24) hours of the written request.

Contractor shall meet all Medicare, VA, State and Federal regulations (OSHA, HIPAA, CMS, etc.), and Accepted Standards of Practice governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract. Medicare and VA regulations can be found at [www.cms.gov](http://www.cms.gov) and [www.va.gov](http://www.va.gov) . Standards of Practice can be found at the following:

- Physical Therapy:  
Standards of Practice for Physical Therapy  
American Physical Therapy Association - [www.apta.org](http://www.apta.org)  
Louisiana Physical Therapy Board – [www.LAPTboard.org](http://www.LAPTboard.org)
- Occupational Therapy:  
National Board for Certification in Occupational Therapy – [www.nboc.org](http://www.nboc.org)  
Louisiana State Board of Examiners – [www.lsbme.la.gov](http://www.lsbme.la.gov)
- Speech Therapy:  
American Speech-Language-Hearing Association – [www.asha.org](http://www.asha.org)  
Louisiana Board of Examiners for Speech-Language Pathology and Auditory – [www.lbespa.org](http://www.lbespa.org)

## 1.2 Background

The Louisiana State Veterans Homes serve the veteran population of Louisiana through the provision of medical, nursing, restorative, and rehabilitative services in an atmosphere of respect and compassion; providing services that are comprehensive and an integrated part of the continuum of coordinated Veteran health care services that employs creative approaches to continuous quality improvement. A multi-disciplinary health team approach is utilized throughout the facilities for each Veteran. Administratively, each facility's administrator and director of nursing under advisement of the facility's medical director is ultimately responsible for the effective and efficient operations and functions of the

therapy department; providing disciplines of speech, physical, occupational therapies, and providing restorative training to facility staff.

The State Veterans Homes work in a creative partnership with the United States Department of Veterans Affairs, Louisiana State Department of Veterans Affairs, local health care providers, community agencies and the public to develop and maintain an efficient and cost effective state-wide Veterans health care delivery system.

Each facility maintains an onsite therapy department. Beginning in 2006- 2010, the facilities developed distinct part skilled nursing units to provide services to Medicare Part A recipients. The facilities also began Medicare Part B outpatient services.

Each facility has a total licensed capacity of 156 beds, with the exception of the Jackson location with 129 beds, and approximately 70 veterans at each facility receive some type of therapy services. Each State Veterans Home admits an average of 2 to 3 Veterans per week. *For reference, in the 2019 Calendar Year, total admissions for all five (5) facilities = 402 (average monthly admissions = 33.5); total admissions re-admissions for all five (5) facilities = 22 (average monthly re-admissions = 1.8).*

Therapists shall remain on campus during set contact hours and to supervise their staff assistants in the treatment process as needed and requested. It shall be the responsibility of the Physical, Speech, and Occupational Therapist to maintain compliance in meeting the standards of local, state and federal (OSHA, HIPAA, CMS, etc.) guidelines.

### 1.3 Goals and Objectives

The State Veterans Homes desire to obtain therapy and rehabilitation services from a reputable provider who has knowledge of the particular problems faced by residents in a skilled nursing facility making the kind of therapy they need almost a specialty in itself. It is about helping them have a better quality of life.

The goal is to provide supervision, consultation and therapy services; physical and occupational therapies under a supervised environment in consultation with the Medical Directors and interdisciplinary care teams in the five (5) State Veterans Homes.

The objective is for the Contractor to provide therapy services through physician and staff referrals, obtaining orders for the therapies in accordance with the Medicare, VA, State and Federal regulations, as well as, provide accurate documentation of treatment modalities, performance, outcomes and accurate medical billing information.

### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about 01/01/2021 and is anticipated to end on 12/31/2023. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.



## 1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
CMS	Centers for Medicare and Medicaid Services
Contractor	Any person having a contract with a governmental body; the selected proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
HIPAA	Health Insurance Portability and Accountability Act, a 1996 Federal law that restricts access to individuals private medical information
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OHSA	Occupational Safety and Health Administration
OSP	Office of State Procurement
PDPM	Patient Driven Payment Model (PDPM) is a new payment structure designed by the Centers for Medicare & Medicaid Services
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
RUG Usage Data	RUGS are mutually exclusive categories that reflect levels of resource need in long-term care settings.
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.

## 1.6 Schedule of Events

<b><u>Event</u></b>	<b><u>Date</u></b>
RFP advertised in newspapers and post to LaPac	08/10/2020
Pre-proposal conference (if applicable)	Not Applicable
Deadline for receipt of written inquiries	08/31/2020 at 4:30 PM CT
Deadline to answer written inquiries	09/11/2020
Deadline for receipt of proposals All proposals shall remain sealed until the date and time listed.”	09/28/2020 at 4:30 PM CT
Presentations & Discussions (if applicable)	Not Applicable
Notice of Intent to award announcement, and 14-day protest period begins, on or about	To be Scheduled
Contract execution, on or about	To be Scheduled

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## 1.7 Proposal Submittal

The proposal must be received either electronically or in hard copy (printed) version on or before the date and time specified in the Schedule of Events, according to the following instructions.

### **1.7.1 Electronic Proposal Submittal**

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified. The proposal must be uploaded to <https://stateofla.app.box.com/f/f349ab7fb1b34c59a4da5eafc56535ce> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of delivery. E-mail, fax, mail, and courier delivery shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf>

### **1.7.2 Hard Copy Proposal Submission**

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to: Sha-Katherine Stroud, LDVA, 3130 Arthur Ray Teague Parkway; Bossier City, LA 71112

For courier delivery, the street address is 3130 Arthur Ray Teague Parkway; Bossier City, LA 71112, and the telephone number is 318-741-2763 x108. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. **NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS: 8:00 am-4:30 pm, Monday-Friday**

## 1.8 Qualification for Proposer

### 1.8.1 Mandatory Qualifications:

Proposers and Proposer's staff must meet the following qualifications prior to the deadline for receipt of proposals:

- Three (3) years in business supplying Physical, Speech and Occupational Therapists and/or support staff personnel.
- Physical, Occupational, and Speech Therapist must meet all of the following minimum qualifications:

Graduated from an Accredited Physical, Speech, and/or Occupational Therapy Program

- Possess a valid Louisiana State License to practice Physical, Speech, and/or Occupational Therapy
  - One (1) year of professional level experience in Physical, Speech, or Occupational Therapy
  - Possess a current CPR certification and to be maintained throughout the period of assignment to State Veterans Home
- Physical Therapy Assistant and Occupational Therapy Assistant, must meet all of the following minimum qualifications:

Graduated from an Accredited Physical and/or Occupational Therapy Assistant Program

- Possess a valid Louisiana State License to practice Physical and/or Occupational Therapy
- Possess a current CPR certification and to be maintained throughout the period of assignment to State Veterans Home

### 1.8.2 Desirable Qualifications:

It is desirable that Proposers and Proposer's staff should meet the following qualifications prior to the deadline for receipt of proposals:

- Provide one (1) satisfactory written professional reference from previous employer, to include all Physical, Speech, and/or Occupational therapy experience
- Possess a completed and signed skills competency record
- Possess a current satisfactory health profile provided by Supervisor stating that the individual is free of infectious and contagious disease and able to perform without restriction duties assigned

## 1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

### 1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### 1.9.2 Table of Contents

The proposal should be organized in the order contained below.

### 1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least one-hundred and eighty (180) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### 1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, and number of years in business.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposer should provide a list of all governmental agencies or customers for whom similar work has been done (with contact person and phone number); along with at least two (2) letters of recommendation.

Proposer should provide two (2) letters of recommendation from each Physical, Speech and Occupational Therapist and support staff personnel who have been employed by the Proposer.

Proposers should clearly describe their ability to meet or exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to meet or exceed the qualifications described in the Desirable Qualifications for Proposer section.

### 1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer shall:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing to include the number of Registered/licensed Therapists and other staff with specialized training in Physical, Speech, and Occupation Therapy employed by the Proposer as well as the total number of Physical, speech and Occupational Therapists and support staff the Proposer could supply within thirty (30) days of contract implementation.
- Describe how Proposer will be able to meet the twenty-four (24) hour response deadline to requests for afterhours and weekend/holiday services at each of the five (5) veterans home locations.
- Provide a copy of the proposer's personnel policy.
  
- Describe ability to distribute and/or administer the following to all staff prior to the first day of work: orientation packet, curriculum vitae form, and a job description specifying standards of performance and delineating functions and responsibilities for each staff position.
- Describe the process and ability to dismiss and staff if necessary, upon proper documentation from State Veterans Home of unsatisfactory performance or conduct.
- Present innovative concepts for consideration.

### 1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Resumes shall be provided on all key management personnel to be involved during the contract period of performance, as well as, resumes for all Physical, Occupational, and Speech Therapists and Assistants who will perform services.

Proposers should clearly describe their ability to exceed the staff qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to meet or exceed the staff qualifications described in the Desirable Qualifications for Proposer section.

### 1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

### 1.9.8 Cost Proposal

The proposer shall provide a single rate for a billable minute that will be paid for a Physical, Speech, and Occupational Therapist and for a Physical Therapy Assistant and a Certified Occupational Therapy Assistant. The rate per minute shall include Salaries (base plus overtime, overtime for all call backs, evenings, nights, holidays, and weekends), travel, overhead costs, administrative costs, and indirect costs. It is estimated that the therapists and assistants will work **2,497,608** minutes, of which **767,839** will be in Bossier City, **335,325** will be in Jackson, **509,296** be in Jennings, **395,927** will be in Monroe and **489,221** will be in Reserve, Louisiana on an as needed basis. Proposer shall use Attachment IV cost sheet to provide the single rate per billing minute. Not more than 5% of the total number of therapy minutes billed to any State Veteran Home annually may be group or concurrent therapy minutes.

The Proposer shall provide a reasonable separate monthly fee to be paid by each facility for therapy services which are non-billable under the PDPM billing structure. The Proposer should list out any PDPM related non-billable services for which they would charge this additional fee. Some examples of these non-billable services would be: additional PDPM-related screenings, PDPM care plan meetings, GG scorings and other additional assessments. These PDPM related services to be listed are above and beyond the routine stand-up meetings, weekly meetings, and care plan meetings which were customary prior to PDPM.

The total cost is for evaluation purposes only. The Contractor will be paid per billable rate per minute or the negotiated rate per minute.

Each facility has a total licensed capacity of 156 beds, with the exception of the Jackson location with 129 beds, and approximately 70 veterans at each home receive some type of therapy services. Each State Veterans Home will be admitting an average of two to three veterans per week. For reference, in the 2019 Calendar Year, total admissions for all five (5) facilities = 402 (average monthly admissions = 33.5); total re-admissions for all five (5) facilities = 22 (average monthly readmissions = 1.8)

### 1.9.9 Certification Statement

The Proposer must sign electronically or submit a scanned signature on Attachment I, the Certification Statement.

#### 1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

### 1.10 Number of Copies of Proposals

For **electronic proposal submission**, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the



Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

For **hard copy (printed) proposal submission**, the State requests that one (1) original and five (5) hard copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### 1.11 Technical and Cost Proposals

The State requests the following for **electronic proposal submissions**:

- One (1) technical proposal provided as a single file in PDF and Microsoft Word formats. The file shall be named: RFP#3000015568 Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP#3000015568 Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, provided as a single file in PDF and Microsoft Word formats. The file shall be named: RFP#3000015568 Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- One (1) Original (clearly marked "Original") and five (5) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and five (5) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

### 1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### 1.13 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to

carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Veterans Affairs.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

#### 1.14 Proposal Clarifications Prior to Submittal

##### 1.14.1 Pre-proposal Conference

Not required for this RFP.

##### 1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below.

Donna Calhoun RFP Coordinator  
Northwest Louisiana Veterans Home

[Donna.Calhoun@vetaffairs.la.gov](mailto:Donna.Calhoun@vetaffairs.la.gov)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only Donna Calhoun, Contract Coordinator, or her designee, has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

#### **1.14.3        Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

#### 1.15 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

#### 1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

#### 1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/f349ab7fb1b34c59a4da5eafc56535ce>.

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

#### 1.18 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

#### 1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

## 1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

## 1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

## 1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

## 1.23 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### 1.24 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

#### 1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria. The cost score will remain unchanged. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

#### 1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

#### 1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

### 1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

### 1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds twenty (20) business days, or if the selected Proposer fails to sign the final contract within twenty (20) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### 1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

It is the intent of the Agency to award to one (1) Proposer that will serve all five (5) locations. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### **1.31 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32 Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### **1.32.1 Contractor's Insurance**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

#### **1.32.2 Minimum Scope and Limits of Insurance**

##### **1.32.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.



#### **1.32.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **1.32.2.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **1.32.2.4 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **1.32.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **1.32.4 Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

**A.** The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in

Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

**B.** The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### 1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### 1.32.4.3 All Coverages

**A.** All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

**B.** The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

**C.** The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

**D.** Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### 1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### 1.32.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Department of Veterans Affairs, Its Officers, Agents, Employees and Volunteers

3130 Arthur Ray Teague Parkway, Bossier City, LA 71112

Contract #

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### 1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### 1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### 1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to

back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.34 Payment**

Payment terms shall be negotiated with the successful Proposer.

#### **1.34.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

### **1.35 Termination**

#### **1.35.1 Termination of the Contract for Cause**

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

#### **1.35.2 Termination of the Contract for Convenience**

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective

date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.35.3 Termination for Non-Appropriation of Funds**

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **1.36 Assignment**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.37 Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

### **1.38 Civil Rights Compliance**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status,

political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.39 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

#### **1.40 Entire Agreement/ Order of Precedence**

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **1.41 Contract Modifications**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

#### **1.42 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### **1.43 Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### 1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

#### 1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### 1.46 Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

#### 1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such false response.



## PART 2: SCOPE OF WORK/SERVICES

### 2.1 Scope of Work

The Contractor shall provide consultation and therapy services to the veterans of the five (5) State Veterans Home. Therapy services consists of speech, occupational, and physical therapy services.

The State Veterans Homes locations are:

Northwest LA Veterans Home  
3130 Arthur Ray Teague Parkway  
Bossier City, LA 71112

Southeast LA Veterans Home  
4080 West Airline Highway  
Reserve, LA 70084

Northeast LA Veterans Home  
6700 Highway 165 North  
Monroe, LA 71203

Southwest LA Veterans Home  
1610 Evangeline Highway  
Jennings, LA 70546

LA Veterans Home  
4739 Highway 10  
Jackson, LA 70748

### 2.2 Task and Services

Contractor shall provide therapy services through physician referrals and in compliance with all Medicare, VA, State and Federal regulations, and State Veterans Home requirements. Services include speech, occupational and physical therapy . Services are to be performed at the five (5) State Veterans Homes.

The Contractor will provide qualified therapists to perform therapies for veterans of each State Veterans Homes. These services shall consist of physical, occupational, and speech therapy to the facility's veterans, including clinical supervision thereof, through the use of qualified staff and in accordance with physician's orders and the applicable plan of care. Contractor will provide clinical management of facility's rehabilitation program, including management of intensity and duration of therapy services, overall caseload and documentation support and focused clinical communication, including interaction with local referral sources. Contractor will provide in-service training for facility staff and adhere to each State Veterans Homes' policies and procedures.

### 2.3 Deliverables

Contractor shall provide therapy services which include evaluations, treatment, and follow-up appointments.

**2.3.1** Provide sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of each individual facility. A minimum staffing should consist of at least one (1) Physical Therapist (PT), one (1) Physical Therapy Assistant (PTA), one (1) Occupational Therapist (OT), one (1) Certified Occupational Therapy Assistant (COTA), and one (1) Speech Language Pathologist (SLP).

**2.3.2** For clinical records, provide and prepare forms according to the latest standards of each discipline including evaluations, treatment plans, certificates, re-certifications and progress notes. Additionally, forms and clinical records shall be prepared according to Contractor and State Veterans' Home policies and incorporated as soon as possible into the medical records of the facility.

**2.3.3** Complete and submit required forms and documents timely in accordance with regulatory compliance. The Verification of Benefits form should be submitted upon the order date, and the Authorization Forms must be submitted on or prior to the start date of therapy. Advance Beneficiary Notice of Non-coverage (ABN Form CMS-R-131) and The Notice of Medicare Provider Non-coverage (Form CMS-10123) should be submitted five (5) working days before the effective date.

**2.3.4** Upon the request from of the facility, provide representation at Patient-Care and Utilization Review meetings with a presentation of appropriate documentation within two (2) business days.

**2.3.5** Provide in-service education programs tailored to the needs of each State Veterans Home's nursing staff and other health care team members, in order to enhance the delivery of a quality rehabilitation of the Restorative Nursing and Nursing Aide Training Program directed at all residents of the facility. Two (2) one-hour in-service training sessions per discipline, per year, shall be provided free of charge. All such services shall be provided upon request of State Veterans Home.

**2.3.6** Contractor shall maintain all treatment and billing documentation, along with RUG usage data as required by State Veterans Home.

**2.3.7** Contractor is responsible for maintaining professional staff and ensuring a level of professionalism for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services.

**2.3.8** Contractor is responsible for notifying the State Veterans Home forty-eight (48) hours prior to discontinuation of services to any resident.

**2.3.9** Contractor agrees not to pursue or hire any of the State Veterans Home's staff.

**2.3.10** Contractor will consult with Medical Director, Director of Nursing, and Administrator as needed to ensure services are maintained in a professional manner and within compliance of all state and federal regulations.

**2.3.11** During the contract term, contractor shall adhere to State Purchasing Rules and Regulations in ordering and procuring medicines and supplies purchased and paid for by the State Veterans Home.

**2.3.12** Contractor shall meet all Medicare, VA, State and Federal regulations (OSHA, HIPAA, CMS, etc.), and Accepted Standards of Practice governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract. Medicare and VA regulations can be found at [www.cms.gov](http://www.cms.gov) and [www.va.gov](http://www.va.gov) . Standards of Practice can be found at the following:

- Physical Therapy:  
Standards of Practice for Physical Therapy  
American Physical Therapy Association - [www.apta.org](http://www.apta.org)  
Louisiana Physical Therapy Board – [www.LAPTboard.org](http://www.LAPTboard.org)
- Occupational Therapy:  
National Board for Certification in Occupational Therapy – [www.nboc.org](http://www.nboc.org)  
Louisiana State Board of Examiners – [www.lsbme.la.gov](http://www.lsbme.la.gov)
- Speech Therapy:  
American Speech-Language-Hearing Association – [www.asha.org](http://www.asha.org)  
Louisiana Board of Examiners for Speech-Language Pathology and Auditory – [www.lbespa.org](http://www.lbespa.org)

**2.3.13** Contractor shall assure that any staff or subcontractor is approved to participate in the Medicare programs and is not listed on any HHS-OIG-Fraud Prevention and Detection Exclusion Data Base.

**2.3.14** Contractor shall assure that any staff or subcontractor working in the State Veterans Home has passed a criminal background check satisfactory to the State Veterans Home.

**2.3.15** Contractor shall bill State Veterans Home monthly by billable Medicare minutes, per patient for each discipline.

**2.3.16** Contractor agrees to review and sign the State Veterans Home's quarterly monitoring tool and return the document within five (5) working days.

**2.3.17** Contractor shall report directly to the Administrator of each State Veterans Home.

**2.3.18** Contractor agrees that not more than five percent (5%) of the total number of therapy minutes billed to any State Veteran Home annually may be group or concurrent therapy minutes.

Concurrent therapy is one (1) therapist treating two (2) Medicare patients at the same time. For example, the therapist starts treatment directly with a patient, who is beginning a specific task. Once the patient can proceed with supervision, the therapist then works directly with a second patient to get him or her going on a different task, while continuing to supervise the first patient.

Group therapy is slightly different. One (1) therapist provides treatment for all patients who are working to develop a common skill so, for example, you might deliver group therapy for exercise, fall prevention, or for cognitive exercises. A group can include up to four (4) patients.

Under PDPM, there is a twenty-five (25%) limit on concurrent and group therapy per discipline, as an example, if a resident received eight hundred (800) minutes of physical therapy, no more than two hundred (200) minutes of this therapy could be provided on a concurrent or group basis.

With multiple patients seen by one therapist, less individualized treatment is provided to the resident, and less therapy labor is required to provide services.

Concurrent or Group therapy may not always be appropriate for patients with greater medical complexity who are admitted for skilled rehabilitation; contractor must agree not more than five percent (5%) of the total therapy minutes billed annually may be group or concurrent minutes.

### **2.3 Technical Requirements**

Contractor agrees to provide an electronic copy of Medicare billing information in a format compatible with the current operating system, Pioneer. Contractor agrees to integrate with the facilities software Pioneer to export Medicare data needed for Medicare billing.

If the operating system changes, the Contractor must stay compatible.

### **2.4 Project Requirements**

State Veterans Homes will provide a designated work and storage area inside each State Veterans Home premised adequate for the provision of services. In addition, State Veterans Homes will provide a desk, telephone and locking file cabinet for Contractor's use. Maintenance of the area or space shall be the responsibility of the State Veterans Homes. State Veterans Homes shall provide at its sole expense, all equipment necessary to provide services under this RFP, as mutually agreed upon by the parties. Also, State Veterans Homes will be responsible for paying the janitorial, heating, cooling, and lighting expenses, along with all other utility expenses related to the therapy room.

The Contractor will provide qualified therapists to perform therapies for veterans of each State Veterans Homes. These services shall consist of physical, occupational, and speech therapy to the facility's veterans, including clinical supervision thereof, through the use of qualified staff and in accordance with physician's orders and the applicable plan of care. Contractor will provide clinical management of facility's rehabilitation program, including management of intensity and duration of therapy services, overall caseload and documentation support and focused clinical communication, including interaction with local referral sources. Contractor will provide in-service training for facility staff and adhere to each State Veterans Homes' policies and procedures.

Contractor shall provide the following staff, at a minimum:

- One (1) Physical Therapist
- One (1) Occupational Therapist
- One (1) Speech Therapist
- One (1) Physical Therapist Assistant
- One (1) Certified Occupational Therapy Assistant

The support staff will work in the capacity of an Assistant to Physical and Occupational Therapists; therefore, qualifications of the support staff are left at the discretion of the Contractor.

At the request of any State Veterans Home, the Contractor shall make the following information on each therapist and assistant available for review:

- Completed application, including previous Physical, Speech and Occupational Therapists and support staff experience, satisfactory evaluation from last place of employment which meets the requirements of the State Veterans Home, and employment eligibility verification
- Verified skills competency record;
- One (1) satisfactory written professional reference;
- Current CPR certification to be maintained throughout the period of assignment to the State Veterans Home;
- Medical certification that individual is free of infectious and contagious disease and able to perform without restriction duties assigned.

The Contractor shall provide a copy of the six (6) month evaluation and subsequent annual evaluations on all contract personnel for inclusion in their personnel record. Written evaluations of the performance of the contract personnel shall be criteria based and relate to the standards of performance specified in the job description.

The Contractor shall provide appropriate continuing education, in-service training, and meeting for Physical, Speech and Occupational Therapists and support staff, as well as, documentation of same for inclusion in personnel records.

The Contractor shall inform Physical, Speech and Occupational therapists and support staff of their responsibilities to maintain confidentiality, (HIPAA) as well as other veteran rights.

The Contractor shall name of Physical, Speech or Occupational Therapist provided by the Contractor on a full-time basis who will act as a liaison and be available for the facilitation of the contract agreement and problem solving in areas of concern.

The Contractor shall provide orientation for State Veterans Home supervisors, if applicable, prior to placement of contract personnel (i.e., overview of agency programs and responsibilities).

The Contractor shall have the responsibility for monitoring renewal and termination of contract on each Physical, Speech and Occupational Therapists and support staff and communicating same to the Veterans Home Administrator.

The Contractor shall monitor Louisiana Physical, Speech and Occupational Therapists and support staff license renewal and have contractor's Physical, Speech and Occupational Therapists and support staff personnel present renewed license to Administrator for verification on the date designated by the Department of Physical, Speech and Occupational therapy for all license renewals. Failure to do so will result in suspension of services of that individual until renewal is verified.

Contractor shall agree that no charge, recruitment fee or penalty shall be assessed for any Physical, Speech and Occupational Therapists and support staff who agree to accept regular employment at any of the five (5) State Veterans Home after the completion of the initial contract.

The Contractor shall agree not to actively recruit any State Veterans Homes' personnel while the contract is in effect. Adhere to two (2) year waiting period from State Veterans Homes' employment resignation to contract employment and assignment to State Veterans Homes.

The Contractor is responsible for paying employees and subcontractor(s).

Contractor shall assure that all contract personnel adhere to all policies and procedures of State Veterans Homes, HIPAA, Department of Therapy Services.

The Contractor shall provide statistical information as needed.

Acknowledge and communicate that any resulting contract from this RFP, will not establish an employer employee relationship between the State Veterans Homes and the contract personnel.

### PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	21
Approach and Methodology	21
Proposed Staff Qualifications	21
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>Up to 10 points available for Hudson-certified Proposers;</li><li>Up to 12 points available for Veteran-certified Proposers;</li><li>If no Veteran-certified Proposers, those two points are not awarded.</li></ul> See Section 3.2 for details.	12
Cost	25
<b>TOTAL SCORE</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### 3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TCP = Total Cost of Proposer being evaluated

### 3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).



## **PART 4: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

**4.1.1** Provide a sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of each individual facility. A minimum staffing shall consist of at least one (1) Physical Therapist (PT), one (1) Physical Therapy Assistant (PTA), one (1) Occupational Therapist (OT), one (1) Certified Occupational Therapy Assistant (COTA), and one (1) Speech Language Pathologist (SLP).

**4.1.2** For clinical records, provide and prepare forms according to the latest standards of each discipline including evaluations, treatment plans, certificates, re-certifications and progress notes. Additionally, forms and clinical records shall be prepared according to Contractor and State Veterans' Home policies and incorporated as soon as possible into the medical records of the facility.

**4.1.3** Complete and submit required forms and documents in accordance with regulatory compliance. The Verification of Benefits form should be submitted upon the order date, and the Authorization Forms must be submitted on or prior to the start date of therapy. Advance Beneficiary Notice of Non-coverage (ABN Form CMS-R-131) and The Notice of Medicare Provider. Non-coverage (Form CMS-10123) should be submitted five(5) working days before the effective date.

**4.1.4** Upon the request of the facility, provide representation at Patient-Care/Care Planning meetings and Utilization Review meetings with therapy related reports/information, as requested by the facility.

**4.1.5** Provide in-service education programs tailored to the needs of each State Veterans Home's nursing staff and other health care team members, in order to enhance the delivery of a quality rehabilitation of the Restorative Nursing and Nursing Aide Training Program directed at all residents of the facility. Two (2) one-hour in-service training sessions per discipline, per year, shall be provided free of charge. All such services shall be provided upon request of State Veterans Home.

**4.1.6** Contractor shall maintain all treatment and billing documentation, along with RUG usage data as required by State Veterans Home.

**4.1.7** Contractor is responsible for maintaining professional staff and ensuring a level of professionalism for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services.

**4.1.8** Contractor is responsible for notifying the State Veterans Home forty-eight (48) hours prior to discontinuation of services to any resident.

**4.1.9** Contractor agrees not to pursue or hire any of the State Veterans Home's staff.

**4.1.10** Contractor will consult with Medical Director, Director of Nursing, and Administrator as needed to ensure services are maintained in a professional manner and within compliance of all state and federal regulations.

**4.1.11** During the contract term, contractor shall adhere to State Purchasing Rules and Regulations in ordering and procuring medicines and supplies.

**4.1.12** Contractor shall meet all Medicare, VA, State and Federal regulations, and Accepted Standards of Practice governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract. Medicare and VA regulations can be found at [www.cms.gov](http://www.cms.gov) and [www.va.gov](http://www.va.gov) . Standards of Practice can be found at the following:

- Physical Therapy:  
Standards of Practice for Physical Therapy  
American Physical Therapy Association - [www.apta.org](http://www.apta.org)  
Louisiana Physical Therapy Board – [www.LAPTboard.org](http://www.LAPTboard.org)
- Occupational Therapy:  
National Board for Certification in Occupational Therapy – [www.nboct.org](http://www.nboct.org)  
Louisiana State Board of Examiners – [www.lsbme.la.gov](http://www.lsbme.la.gov)
- Speech Therapy:  
American Speech-Language-Hearing Association – [www.asha.org](http://www.asha.org)  
Louisiana Board of Examiners for Speech-Language Pathology and Auditory – [www.lbespa.org](http://www.lbespa.org)

**4.1.13** Contractor shall assure that any staff or subcontractor is approved to participate in the Medicare programs and is not listed on any HHS-OIG-Fraud Prevention and Detection Exclusion Data Base.

**4.1.14** Contractor shall assure that any staff or subcontractor working in the State Veterans Home has passed a criminal background check satisfactory to the State Veterans Home.

**4.1.15** Contractor shall bill State Veterans Home monthly by billable Medicare minutes, per patient for each discipline.

**4.1.16** Contractor agrees to review and sign the State Veterans Home’s quarterly monitoring tool and return the document within five (5) working days.

**4.1.17** Contractor shall report directly to the Administrator of each State Veterans Home.

## **4.2 Performance Measurement/Evaluation/Monitoring Plan**

### **4.2.1 Performance Measures/Evaluation:**

The facility Administrator and/or Director of Nursing shall monitor the contractor quarterly using the attached monitoring tool (Exhibit B) to ensure the contractor is maintaining professional and responsible treatment and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services; and maintain compliance of documentation as required by Federal and State regulations.

### **4.2.2 Monitoring Plan:**

The facility Administrator and/or Director of Nursing will monitor the Contractor quarterly to insure that the contractor is maintaining professional responsibility for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services and providing documentation as required by Federal and State regulations.

## **4.3 Veteran and Hudson Initiative Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

## ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Facsimile Number with area code: (     ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least one-hundred and eighty (180) calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have twenty (20) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or  
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

## **ATTACHMENT II: SAMPLE CONTRACT**

### **STATE OF LOUISIANA**

### **CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the State of Louisiana, State Veterans Home, hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

##### **1.1 CONCISE DESCRIPTION OF SERVICES**

See Exhibit A: Statement of Work

###### **1.1.1 GOALS AND OBJECTIVES**

The State Veterans Homes desire to obtain therapy and rehabilitation services from a reputable provider in order to enhance the quality of life for our veterans needing such services.

The goal is to provide supervision, consultation and therapy services to the veterans of the State Veterans Home. Therapies consist of speech, occupational and physical.

The objective is for the contractor to provide therapy services through physician referrals and to comply in accordance with all Medicare, VA, State and Federal regulations as well as provide accurate documentation and medical billing information.

###### **1.1.2 PERFORMANCE MEASURES**

Contractor will be measured on verification and review of work output according to Exhibit B on a quarterly basis.

###### **1.1.3 MONITORING PLAN**

The facility Administrator and/or Director of Nursing will monitor the contractor quarterly to insure that the contractor is maintaining professional responsibility for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services and providing documentation as required by Federal and State regulations.

###### **1.1.4 DELIVERABLES**

Contractor shall provide therapy services which include evaluations, treatment, and follow-up appointments.

- A. Provide sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of each individual facility. A minimum staffing should consist of at least one Physical Therapist (PT), one Physical Therapy Assistant (PTA), one Occupational Therapist (OT), one Certified Occupational Therapy Assistant (COTA), and one Speech Language Pathologist (SLP).
- B. For clinical records, provide and prepare forms according to the latest standards of each discipline including evaluations, treatment plans, certificates, re-certifications and progress notes. Additionally, forms and clinical records shall be prepared according to Contractor and State Veterans' Home policies and incorporated as soon as possible into the medical records of the facility.
- C. Complete and submit required forms and documents in accordance with regulatory compliance. The Verification of Benefits form should be submitted upon the order date, and the Authorization Forms must be submitted on or prior to the start date of therapy. Advance Beneficiary Notice of Non-coverage (ABN Form CMS-R-131) and The Notice of Medicare Provider Non-coverage (Form CMS-10123) should be submitted five working days before the effective date.
- D. Upon the request from of the facility, provide representation at Patient-Care/Care Planning meetings and Utilization Review meetings with therapy related reports/information, as requested by the facility.
- E. Provide in-service education programs tailored to the needs of each State Veterans Home's nursing staff and other health care team members, in order to enhance the delivery of a quality rehabilitation of the Restorative Nursing and Nursing Aide Training Program directed at all residents of the facility. Two (2) one-hour in-service training sessions per discipline, per year, shall be provided free of charge. All such services shall be provided upon request of State Veterans Home.
- F. Contractor shall maintain all treatment and billing documentation, along with RUG usage data as required by State Veterans Home.
- G. Contractor is responsible for maintaining professional staff and ensuring a level of professionalism for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services.
- H. Contractor is responsible for notifying the State Veterans Home 48 hours prior to discontinuation of services to any resident.
- I. Contractor agrees not to pursue or hire any of the State Veterans Home's staff.
- J. Contractor will consult with Medical Director, Director of Nursing, and Administrator as needed to ensure services are maintained in a professional manner and within compliance of all state and federal regulations.
- K. During the contract term, contractor shall adhere to State Purchasing Rules and Regulations in ordering and procuring medicines and supplies.
- L. Contractor shall meet all Medicare, VA, State and Federal regulations, and Accepted Standards of Practice governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract. Medicare and VA regulations can be found at [www.cms.gov](http://www.cms.gov) and [www.va.gov](http://www.va.gov) . Standards of Practice can be found at the following:
  - Physical Therapy:  
Standards of Practice for Physical Therapy

American Physical Therapy Association - [www.apta.org](http://www.apta.org)  
Louisiana Physical Therapy Board – [www.LAPTboard.org](http://www.LAPTboard.org)

➤ Occupational Therapy:

National Board for Certification in Occupational Therapy – [www.nboc.org](http://www.nboc.org)  
Louisiana State Board of Examiners – [www.lsbme.la.gov](http://www.lsbme.la.gov)

➤ Speech Therapy:

American Speech-Language-Hearing Association – [www.asha.org](http://www.asha.org)  
Louisiana Board of Examiners for Speech-Language Pathology and Auditory –  
[www.lbespa.org](http://www.lbespa.org)

- M. Contractor shall assure that any staff or subcontractor is approved to participate in the Medicare programs and is not listed on any HHS-OIG-Fraud Prevention and Detection Exclusion Data Base.
- N. Contractor shall assure that any staff or subcontractor working in the State Veterans Home has passed a criminal background check satisfactory to the State Veterans Home.
- O. Contractor shall bill State Veterans Home monthly by billable Medicare minutes, per patient for each discipline.
- P. Contractor agrees to review and sign the State Veterans Home's quarterly monitoring tool and return the document within five (5) working days.
- Q. Contractor shall report directly to the Administrator of each State Veterans Home.

#### **1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

#### **1.1.6 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

### **2.0 ADMINISTRATIVE REQUIREMENTS**

#### **2.1. TERM OF CONTRACT**

This contract shall begin on TBD and shall end on TBD. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

#### **2.2. STATE FURNISHED RESOURCES**



State shall appoint a Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **2.3. TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_. Contractor's seven-digit LDR account number is \_\_\_\_\_.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### **3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ [TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of (Name of Designee).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written

reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

#### **4.0 TERMINATION**

##### **4.1. TERMINATION OF THE CONTRACT FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

##### **4.2. TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

##### **4.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### **5.0 INDEMNIFICATION & LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the

Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6.0 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **7.0 FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8.0 ASSIGNMENT**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **9.0 RIGHT TO AUDIT**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10.0 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **11.0 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **12.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

## **13.0 DISCRIMINATION CLAUSE**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **14.0 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

## **15.0 GOVERNING LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **16.0 CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

#### **17.0 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

#### **18.0 INDEPENDENT ASSURANCES**

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

#### **19.0 RECORD OWNERSHIP**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

#### **20.0 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### **21.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

#### **22.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

THUS DONE AND SIGNED on the date(s) noted below:

---

[NAME OF CONTRACTOR]

---

[AGENCY NAME]

---

[AUTHORIZED SIGNATURE]

---

[AUTHORIZED SIGNATURE]



---

[PRINTED NAME]

---

DATE

---

[PRINTED NAME]

---

DATE

## EXHIBIT A

### STATEMENT OF WORK

#### **A.1 Scope of Work**

To provide consultation and therapy services to the veterans of the State Veterans Home. Therapies consist of speech, occupational, and physical.

#### **A.2 Task and Services**

Contractor shall provide therapy services through physician referrals and in compliance with all Medicare, VA, State and Federal regulations, and State Veterans Home requirements. Services include speech, occupational and physical therapy. Services are to be performed at the five (5) statewide war veterans homes.

#### **A.3 Deliverables**

Contractor shall provide therapy services which include evaluations, treatment, and follow-up appointments.

**A.3.1** Provide sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of each individual facility. A minimum staffing should consist of at least one Physical Therapist (PT), one Physical Therapy Assistant (PTA), one Occupational Therapist (OT), one Certified Occupational Therapy Assistant (COTA), and one Speech Language Pathologist (SLP).

**A.3.2** For clinical records, provide and prepare forms according to the latest standards of each discipline including evaluations, treatment plans, certificates, re-certifications and progress notes. Additionally, forms and clinical records shall be prepared according to Contractor and State Veterans' Home policies and incorporated as soon as possible into the medical records of the facility.

**A.3.3** Complete and submit required forms and documents timely in accordance with regulatory compliance. The Verification of Benefits form should be submitted upon the order date, and the Authorization Forms must be submitted on or prior to the start date of therapy. Advance Beneficiary Notice of Non-coverage (ABN Form CMS-R-131) and The Notice of Medicare Provider Non-coverage (Form CMS-10123) should be submitted five working days before the effective date.

**A.3.4** Upon the request from of the facility, provide representation at Patient-Care and Utilization Review meetings with a presentation of appropriate documentation within two (2) working day.

**A.3.5** Provide in-service education programs tailored to the needs of each State Veterans Home's nursing staff and other health care team members, in order to enhance the delivery of a quality rehabilitation of the Restorative Nursing and Nursing Aide Training Program directed at all residents of the facility. Two (2) one-hour in-service training sessions per discipline, per year, shall be provided free of charge. All such services shall be provided upon request of State Veterans Home.

**A.3.6** Contractor shall maintain all treatment and billing documentation, along with RUG usage data as required by State Veterans Home.

**A.3.7** Contractor is responsible for maintaining professional staff and ensuring a level of professionalism for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services.

**A.3.8** Contractor is responsible for notifying the State Veterans Home 48 hours prior to discontinuation of services to any resident.

**A.3.9** Contractor agrees not to pursue or hire any of the State Veterans Home's staff.

**A.3.10** Contractor will consult with Medical Director, Director of Nursing, and Administrator as needed to ensure services are maintained in a professional manner and within compliance of all state and federal regulations.

**A.3.11** During the contract term, contractor shall adhere to State Purchasing Rules and Regulations in ordering and procuring medicines and supplies purchased by State Veterans Home.

**A.3.12** Contractor shall meet all Medicare, VA, State and Federal regulations, and Accepted Standards of Practice governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract. Medicare and VA regulations can be found at [www.cms.gov](http://www.cms.gov) and [www.va.gov](http://www.va.gov). Standards of Practice can be found at the following:

- Physical Therapy:  
Standards of Practice for Physical Therapy  
American Physical Therapy Association - [www.apta.org](http://www.apta.org)  
Louisiana Physical Therapy Board – [www.LAPTboard.org](http://www.LAPTboard.org)
- Occupational Therapy:  
National Board for Certification in Occupational Therapy – [www.nboc.org](http://www.nboc.org)  
Louisiana State Board of Examiners – [www.lsbme.la.gov](http://www.lsbme.la.gov)
- Speech Therapy:  
American Speech-Language-Hearing Association – [www.asha.org](http://www.asha.org)  
Louisiana Board of Examiners for Speech-Language Pathology and Auditory –  
[www.lbespa.org](http://www.lbespa.org)

**A.3.13** Contractor shall assure that any staff or subcontractor is approved to participate in the Medicare programs and is not listed on any HHS-OIG-Fraud Prevention and Detection Exclusion Data Base.

**A.3.14** Contractor shall assure that any staff or subcontractor working in the State Veterans Home has passed a criminal background check satisfactory to the State Veterans Home.

**A.3.15** Contractor shall bill State Veterans Home monthly by billable Medicare minutes, per patient for each discipline.

**A.3.16** Contractor agrees to review and sign the State Veterans Home's quarterly monitoring tool and return the document within five (5) working days.

**A.3.17** Contractor shall report directly to the Administrator of each State Veterans Home.

**A.3.18** Contractor shall propose a reasonable separate monthly fee to be paid by each facility for therapy services which are non-billable under the PDPM billing structure. The Contractor should list out any non-billable services for which they would charge this additional fee. Some examples of these non-billable services would be: PDPM-related screenings, GG Scorings and other assessments. These non-billable services should not include normal pre-PDPM stand-up meetings, weekly Medicare meetings, and care plan meetings.

**A.3.19** Contractor agrees that not more than five percent (5%) of the total number of therapy minutes billed to any State Veteran Home annually may be group or concurrent therapy minutes.

Concurrent therapy is one therapist treating two (2) Medicare patients at the same time. For example, the therapist starts treatment directly with a patient, who is beginning a specific task. Once the patient can proceed with supervision, the therapist then works directly with a second patient to get him or her going on a different task, while continuing to supervise the first patient.

Group therapy is slightly different. One therapist provide treatment for all patients who are working to develop a common skill so, for example, you might deliver group therapy for exercise, fall prevention, or for cognitive exercises. A group can include up to four (4) patients.

Under PDPM, there is a twenty-five (25%) limit on concurrent and group therapy per discipline, as an example, if a resident received eight hundred (800) minutes of physical therapy, no more than two hundred (200) minutes of this therapy could be provided on a concurrent or group basis.

With multiple patients seen by one (1) therapist, less individualized treatment is provided to the resident, and less therapy labor is required to provide services.

*Concurrent or Group therapy may not always be appropriate for patients with greater medical complexity who are admitted for skilled rehabilitation; contractor must agree not more than five percent (5%) of the total therapy minutes billed annually may be group or concurrent minutes.*

#### **A.4 Technical Requirements**

Contractor agrees to provide an electronic copy of Medicare billing information in a format compatible with the current operating system, Pioneer. However if the operating system changes, the proposer must stay compatible.

## EXHIBIT B

### MONITORING TOOL

State Veterans Home:

Therapy Service:

Provider:

Quarterly Performance Evaluation:

Period:

Date:

Monitor:

Deliverable Services Provided by the Contractor:

The Contractor shall:

1. Provide sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of each individual facility. A minimum staffing should consist of at least one Physical Therapist (PT), one Physical Therapy Assistant (PTA), one Occupational Therapist (OT), one Certified Occupational Therapy Assistant (COTA), and one Speech Language Pathologist (SLP).

\_\_\_\_\_Met

\_\_\_\_\_Unmet

2. For clinical records, provide and prepare forms according to the latest standards of each discipline including evaluations, treatment plans, certificates, re-certifications and progress notes. Additionally, forms and clinical records shall be prepared according to Contractor and State Veterans' Home policies and incorporated as soon as possible into the medical records of the facility.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

3. Complete and submit required forms and documents timely in accordance with regulatory compliance. The Verification of Benefits form should be submitted upon the order date, and the Authorization Forms must be submitted on or prior to the start date of therapy. Advance Beneficiary Notice of Non-coverage (ABN Form CMS-R-131) and The Notice of Medicare Provider Non-coverage (Form CMS-10123) should be submitted five working days before the effective date.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

4. Upon the request from of the facility, provide representation at Patient-Care and Utilization Review meetings with a presentation of appropriate documentation within two (2) working day.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

5. Provide in-service education programs tailored to the needs of each State Veterans Home's nursing staff and other health care team members, in order to enhance the delivery of a quality rehabilitation of the Restorative Nursing and Nursing Aide Training Program directed at all residents of the facility. Two (2) one-hour in-service training sessions per discipline, per year, shall be provided free of charge. All such services shall be provided upon request of State Veterans Home.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

6. Contractor maintains all treatment and billing documentation, along with RUG usage data as required by State Veterans Home.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

7. Contractor is responsible for maintaining professional staff and ensuring a level of professionalism for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

8. Contractor is responsible for notifying the State Veterans Home 48 hours prior to discontinuation of services to any resident.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

9. Contractor agrees not to pursue or hire any of the State Veterans Home's staff.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

10. Contractor consults with Medical Director, Director of Nursing, and Administrator as needed to ensure services are maintained in a professional manner and within compliance of all state and federal regulations.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

11. During the contract term, contractor adheres to State Purchasing Rules and Regulations in ordering and procuring medicines and supplies.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

12. Contractor meets all Medicare, VA, State and Federal regulations governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

13. Contractor assures that any staff or subcontractor is approved to participate in the Medicare programs and is not listed on any HHS-OIG-Fraud Prevention and Detection Exclusion Data Base.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

14. Contractor assures that any staff or subcontractor working in the State Veterans Home has passed a criminal background check satisfactory to the State Veterans Home.

\_\_\_\_\_Met

\_\_\_\_\_Unmet

15. Contractor bills State Veterans Home monthly by billable Medicare minutes, per patient for each discipline.

\_\_\_\_\_Met \_\_\_\_\_Unmet

16. Contractor agrees to review and sign the State Veterans Home's quarterly monitoring tool and return the document within five (5) working days.

\_\_\_\_\_Met \_\_\_\_\_Unmet

17. Contractor shall report directly to the Administrator of each State Veterans Home.

\_\_\_\_\_Met \_\_\_\_\_Unmet

18. Contractor is properly billing a separate monthly fee to the facility for an therapy services which are non-billable under the PDPM billing structure.

\_\_\_\_\_Met \_\_\_\_\_Unmet

19. Contractor agrees that not more than 5% of the total number of therapy minutes billed to any State Veteran Home annually may be group or concurrent therapy minutes.

\_\_\_\_\_Met \_\_\_\_\_Unmet

20. Contractor provides an electronic copy of Medicare billing information in a format compatible with the current operating system, Pioneer. If the operating system has changed, the contractor has remained compatible.

\_\_\_\_\_Met \_\_\_\_\_Unmet

---

What problems/issues were encountered during this quarter?

---

How were they resolved?

---

What was the overall contract performance for this quarter?

---

Contract Representative:

State Veterans Home Contract Monitor:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual



## Attachment IV

## MANDATORY COST SHEET

Proposer shall use Attachment IV cost sheet to provide the single rate per billing minute.

Proposer must be able to provide services to all five (5) homes in order to bid.

Billable Rate Per Minute \$ \_\_\_\_\_

Estimated Number of Minutes Per Location:

- NW LA War Veterans Home  
3130 Arthur Ray Teague Pkwy.  
Bossier City, LA 71112 767,839 Minutes
- LA War Veterans Home  
4739 Hwy. 10  
Jackson, LA 70748 335,325 Minutes
- SW LA War Veterans Home  
1610 Evangeline Hwy.  
Jennings, LA 70546 509,296 Minutes
- NE LA War Veterans Home  
6700 Hwy. 165 North  
Monroe, LA 71203 395,927 Minutes
- SE LA War Veterans Home  
4080 W. Airline Hwy.  
Reserve, LA 70084 489,221 Minutes

Total Cost (Billable Rate Per Minute x Total Number of Minutes) \$ \_\_\_\_\_

.

**Total Cost is for evaluation purpose only.**

**Payment will be made at the billable rate per minute or the negotiated billable rate per minute. The billable rate per minute or the negotiated billable rate per minute will remain the same for the initial and the renewal term of the Contract.**

In addition, for informational purposes, Proposer shall provide a reasonable separate monthly fee to be paid by each facility for therapy services which are non-billable under the PDPM billing structure.

SEPARATE MONTHLY FEE FOR NON-BILLABLE SERVICES: \$ \_\_\_\_\_

\*\*List the Non-Billable Services for which the monthly fee would be charged below:

---

---

---

---

---

---

\*\*Some examples of these non-billable services would be: PDPM-related screenings, GG Scorings and other assessments. These non-billable services should not include normal pre-PDPM stand-up meetings, weekly Medicare meetings, and care plan meetings.